

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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San Francisco

**TRAVEL AND SUBSISTENCE PROVISION**

**FOR**

**TREE TRIMMER  
(HIGH VOLTAGE LINE CLEARANCE)**

**IN**

**ALPINE, EL DORADO, FRESNO, KERN, KINGS, MADERA,  
MARIPOSA, MERCED, NEVADA, PLACER, PLUMAS,  
SACRAMENTO, SAN FRANCISCO, SAN MATEO, SANTA CLARA,  
SIERRA, STANISLAUS, TULARE, TUOLUMNE, AND YOLO  
COUNTIES**

**AGREEMENT**  
**BETWEEN**  
**ASPLUNDH TREE EXPERT COMPANY**  
  
**AND**  
  
**LOCAL UNION 1245**  
  
**OF THE**  
  
**INTERNATIONAL BROTHERHOOD**  
  
**OF ELECTRICAL WORKERS, AFL-CIO**

**R E C E I V E D**  
Department of Industrial Relations

**JAN 25 2001**

Div. of Labor Statistics & Research  
Chief's Office

**TERM: January 1, 1999 - December 31, 2001**

working an agreed-to four-day/ten-hour schedule to perform work for more than one-half (1/2) hour beyond quitting time, the employee shall be granted a meal. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate. If the employee opts to not take the meal, the employee shall receive nine dollars (\$9.00) and one-half (1/2) hour at the appropriate overtime rate in lieu of the meal. (Amended 6/1/98)

(b) Prearranged Work

When an employee is requested to perform prearranged work on non-workdays during regular hours he shall observe the lunch arrangement which prevails on his workday. If such work continues after regular work hours, Company shall provide him with the meal allowance in accordance with Section 5.1.

- (c) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be paid a meal allowance of nine dollars (\$9.00) for the first meal and a meal allowance of nine dollars (\$9.00) for every five (5) hours worked thereafter. (Amended 4/18/95)

5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed seventeen dollars (\$17.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to aggressively pursue compensation from their client utility for employee lodging and meal expenses when the Company locates employees beyond a reasonably commutable distance from their regular headquarters. (Amended 1/1/00)

- (a) Employees assigned temporary work shall be paid an expense allowance for the following:
- (1) Each scheduled day he works in his basic work week or is prevented from performing such scheduled work by inclement weather conditions;
  - (2) each day he reports for prearranged work on a non-workday; and
  - (3) holidays which fall on a workday in his basic work week.
- (b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.
- (c) For temporary assignment to another headquarters, the following sequence will be observed:
- (1) The most senior volunteers in appropriate classifications.

- (2) The least senior individuals in the appropriate classifications.
  - (3) Individuals relocated to another temporary headquarters will not be moved again until all other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive work days for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than fifteen days.)  
(Added 1/1/99)
- 5.3 In other than emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out-of-town for temporary work as defined in Section 4.2, in order that the employee may have time to prepare for the trip.
- 5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.
- 5.5 Employees who use their personal automobiles for Company's convenience shall be reimbursed therefor at the rate of thirty-two and one-half (32-1/2) cents per mile.  
(Amended 6/1/98)

## ARTICLE VI SENIORITY

- 6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause; (2) except as otherwise modified by Section 10.1(a)(3), an employee voluntarily terminates employment or voluntarily takes a layoff; (3) an employee has been laid off for more than six (6) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7.6. (Amended 1/1/90)
  - (a) New employees within the bargaining unit will be probationary employees until they have been employed and actually worked within the bargaining unit for six (6) months (1040 hours) within any consecutive twelve (12) month period, and their seniority shall be adjusted accordingly. When employees complete their six (6) months probationary period, their seniority date will be adjusted by moving their seniority date back six (6) months from the completion date. During the probationary period, Company may demote, lay off, discipline or terminate such employee and such action shall not be subject to the grievance procedure.  
(Amended 1/1/88)
  - (b) Any employee entering the Apprentice Climber classification with one (1) year or less of seniority will be subject to a six (6) month classification probationary period. Company may demote, layoff or terminate such employee and such action will not be subject to the grievance procedure. (Added 4/18/95)